

*The Case of John Cresset, Gent. truly stated, and humbly
presented to the Consideration of Parliament.*

John Bodvel, Esq; being seized in Fee of 1700 *l. per Annum*, Intermarried in 1638, with Ann the Daughter of Sir William Russell, and by Indenture dated the 20 of February 1639, settled his Estate, (by which settlement amongst other things) there was a Provision made for raising 5000 *l.* for his Daughter or Daughters, that he should have at the time of his Decease to be paid them at their Age of 21 years or day of Marriage which should first happen.

John had two Daughters, Elizabeth and Sarah, Elizabeth died in July 1662, Sarah the 21 of December 1657, Intermarried with the Honourable Robert Roberts, Esq; had by him Issue several Sons and Daughters in the life-time of her said Father, who died the 28 of March 1663, after whose Decease one Thomas Wynn, Esq; with others set up a pretended Will of his, whereby he had totally disinherited his said Daughter Sarah and her Children, given her only 5000 *l.* and devised all the rest of his Estate to Griffith Wynn Son of the said Thomas Wynn, and one Thomas Bodvel both Infants:

Whereupon several Suits arose, the management whereof was committed to the care of John Cresset, who undertook the same, and 'twas as much as possible he could do, so that he was forced to put off above 38 Causes, and deny to meddle with any other business for several years together, whereby he was greatly prejudiced in his Practice.

There were six Suits in Chancery, two in the Prerogative Court, and several at Law violently prosecuted (the expence and charges being quick and great,) Mr. Roberts wanting Money to defray the same, prevailed with Cresset to procure him supplies as he had occasion.

Whereupon the said Cresset borrowed for him the several sums, and of the several persons in the Accompt following mentioned, and became bound with him for the same, amounting in the whole to about 4000 *l.* to defray the charges of these Suits, his Journey into Wales to take possession of the Estate, and paying his Fathers Debts, and Funeral charges.

10 Mar. 1663. For securing whereof the said Robert and Sarah by Deed indented dated 10 March, 1663, assigned to the said Cresset the 5000 *l.* Portion due by the Deed of the 20 of February 1639, and also the 5000 *l.* given by the pretended Will aforesaid.

The tediousness, intricacy and trouble of those Suits is so well known, that there is no need to give any account how many Hearings there was in Chancery, each holding three whole days, how many days Hearings in Parliament upon the Appeal? how many afterwards before both Houses, and his Majesty and Council; (when before them by Bill to make null and void the said Will,) what care Cresset took, what trouble he had, and industry he used, and the charge that those proceedings must necessarily occasion, is submitted to judgment.

6 Febr. 1666. The Parliament passed an Act for nulling the said Will, and for vesting his Estate in the Right Honourable John Lord Roberts, Sir Richard Wynn, and Henry Wynn in trust to raise money, by perception of rents or sale of part of the premises wherewith to pay Bodvel's Debts due when he died, and his Funeral Charges, and then to pay 5000 *l.* to Sarah Roberts for her Portion according to the Deed of 20 February 1639, remainder for life to Sarah, remainder in Tail to Charles Bodvell, Roberts her Son, (which Act Cresset consented unto, though it cut off half his Security, relying upon their Promises of giving other Security in lieu thereof).

This Trust they having accepted, and sold Land for 1700 *l.* and paid part of Bodvell's Debts therewith.

Cresset made Application to them for his 5000 *l.* and prayed Land might be sold for the same, had often Promises from some of them, that there should so be, and for that purpose had Particulars given him, and was desired to find out a Purchaser, or one that would lend Money upon a Mortgage to pay himself 5000 *l.* and 2000 *l.* of Bodvell's Debts; and Mr. Roberts by his Letter dated the 28 Febr. 1666, gave Assurance that the rest of Cresset's debt (over and above the said 5000 *l.*) should be otherwise secured, whereupon a Purchaser was found. But the Lord Roberts would not do any thing therein other than what by law or equity he should be directed.

Cresset having used all manner of Endeavours waited two years after the Act, and receiving no satisfaction, being arrested and sued by several persons to Judgments and Executions taken out by surprize and executed upon him, was forced to sell Lands of his own of the yearly value of 300 *l.* at least at great under-rates to raise money for to pay part of the said Money so by him borrowed for the said Roberts with the Interest thereof, where-

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Note by this, that in 1666, Mr. Roberts knew there was above 5000 *l.* due to Cresset.

by he lost his Estate, and was vastly prejudiced in his Practice, Credit, and Reputation; and finding no relief by fair means. He thereupon in

Trinity-Term
1668.

Drew a Bill in Chancery against the said *John Lord Roberts*, Sir *Richard Wynn*, *Henry Wynn*, *Robert*, *Sarah*, and *Charles Bodwell Roberts*, setting forth the matters aforesaid, and his Debt, how he suffered for want of receiving the same, pray'd a Decree for sale of Lands. This Bill (before filed) was delivered to *Henry Wynn* to carry to *John Lord Roberts*, and to amend as he pleased, the said *Cresset* being assured it should be a suit by consent only, to have the Judgment of the Court for the Trustees Indemnity; which Bill was amended by Mr. *Wynn*, and approved of under his hand to be exhibited against the Trustees, and so delivered back, and was engrossed and filed.

To this Bill the Defendants (except *John Lord Roberts*) put in their several Answers *Michaelmas* Term following, confessed all the matter of the Bill, and *R. Roberts*, and *Sarah* his Wife confessed *Cresset's* debt, the justness of his account and demands, the great services he had done them, and his offerings for them, desired Lands might be sold to pay him, and submitted to the judgment of the Court, being ready to observe the directions thereof. But the Lord *Roberts* he put into Answer, whereupon the Right Honourable the Lord Keeper 16 January 1668, writ to his Lordship to desire him (if he thought fit) to appear and answer the said Bill; but he did not answer, though *Cresset* offered to submit himself and his concerns to his Lordships appointment and determination.

Cresset being assured by Mr. *Roberts*, and his Lady, that the Lord *Roberts* (though he had not answered) would abide the judgment of the Court thereupon, at their importunity he moved for a hearing against the other Defendants.

27 Jan. 1668. Ordered that this Cause be heard on Bill and answer'd the 8 February 1668, and the Cause was set down the Defendants served to hear Judgments, and Counsel intrusted accordingly.

6 Febr. 1668. The Lord *Roberts* sent to Mr. *Henry Wynn* to insist at the hearing upon three things:

First, that his Lordship had not answered, neither was he in contempt, therefore no Decree ought to be made.

Second, That *Robert Roberts* had been in the possession, received the Profits ever since *Bodwell* died, of his Estate, and thereby was paid the 5000 *l.* in question.

Third, That *Bodwell's* Debts and Funeral-Charges was to be paid before the 5000 *l.* and those not yet paid.

At which time Mrs. *Roberts* telling the said *Cresset* and Mr. *Wynn*, that the Lord *Roberts* was not satisfied with his Accounts, which occasioned his being angry. *Cresset* offered to put off the hearing for 14 days if the Defendants would consent, and then appear gratis, and in the mean time waive all his Securities, Judgments, Releases, and come to an account with any person his Lordship should appoint, and abide by that persons determination if his Lordship would be pleased to be satisfied therewith; this accordingly was agreed unto. The said *Cresset* sent to the Lord *Roberts* to that purpose, and *Edward Nofworthy*, Esq; (a person well acquainted with Suits, and the chargeableness of them) was appointed to inspect the Accounts, the which were carried to him, left many days with him, he audited and allowed the same in Mr. *Roberts* his presence, and no exception taken to them. But *Cresset* never heard a word from Lord *Roberts* after that time, or could receive one penny of money. Thereupon

2 Mar. 1668. The Cause came to hearing by consent, but the Lord Keeper was pleased not to deliver any judgment, because the Lord *Roberts* had not answered.

4 Mar. 1668. The Lord *Roberts* served with a Letter, desiring him to appear and answer.

17 Mar. 1668. No answer being put in, a Subpœna returnable immediate was desired and denied.

24 Mar. 1668. The Lord Keeper writ a second Letter to the Lord *Roberts* to appear and answer.

25 Mar. 1669. Lord *Roberts* his Answer came in, and therein saith, He knew of no Money lent by *Cresset* to his Son, besides *Cresset* had no Estate of his own to lend, nor Credit to borrow any considerable sum of others, nor believed that he had sold Land to pay Mr. *Roberts* Debt; saith, he was his Solicitor, had received Gratification suitable to his desert, and made great advantage of the said *Robert Roberts* employ, and been enabled thereby to purchase Lands, and heard some of *Bodwell's* Debts remained unpaid.

This Answer caused the Persons of whom the said *Cresset* had borrowed Money for the said *Robert Roberts* to suspect he designed to defraud them, and made them sue him; when as the said *Cresset* to that day had never received directly or indirectly one penny, either of the principal Money borrowed for him, or Interest, or for Law-charges, or for all his labour and pains, six years Solicitation, or so much as a mourning-Ring at *Bodwell's* Funeral; but was really above 6000 *l.* out of purse for Principal, Interest, and Law-charges.

Upon this Answer *Cresset* writ to Mr. *Roberts* to know the meaning thereof, and desired to be vindicated from the Aspersions cast upon him thereby, in answer whereunto he sent the Letter following.

March 10. 1668.

SIR, What occasioned those reports (your Letter mentioned) I know not; but since the untruth arises even to scandal, I think my self obliged to vindicate you by this short Narrative of your actions for me:

When my Father in Law died I retained you in my concern against Mr. Wynn, which as I take it multiplied into four several Suits, all which you carried on with unwearied fidelity to the abandoning all other business and Clients whatsoever. Thus I had not only your care but your kindness to such a degree as made you insensible to others; and as I engrossed your Pains, so had I the command of your Purse which you most freely opened as my business required: such was my condition at that time as I could not look upon it to be less than a providence which directed me to you, for it had been impossible for me without you to have managed any of those Suits mentioned, in regard of their great charge and expence. I must and shall ever assert that in all my whole business, you were to me as a Parent, a Counsellor, and a Friend, my advantage was all you aimed at; for you did lay out your self with that frankness that till I was your debtor for 2500 l. you never so much as asked me to give you a Bond or any Security. Nay when my business grew so chargeable to you that you were forced to take up great sums of Money to carry it on, you would not throw it off nor be discouraged but borrowed even to the Morgaging your Land for me, and was forced to sell it at great loss to satisfy part of my Debt: The danger you run was evident to the world; insomuch that my Lord Mandevil has many times wondered, how you would give me so much Credit that could not give you any good Security; and such as it was you parted with half of it when the Act of Parliament passed for the Preserving that Estate, which with so much care and pains you got at last settled: whatever money you borrowed for me, I had it on as good terms as my Lord Mayor and Aldermen could have took it up, of all which summes I am still your Debtor, having not satisfied you of one farthing, nor given you any thing as a Reward, though I intended you a thousand pounds as an Acknowledgments of my Gratitude. To the matter of your Accounts I must say, that although I saw most of the money disbursed, and that you gave me the Papers to peruse before we Endorsed any thing by way of Accounts upon the Deed of Mortgage; yet such has been your Integrity that you have from time to time subjected the whole to a Review and new Examination so oft as it has been asked, and particularly of late to Mr. Nolworthy for the satisfying of my father: I must not only bear you witness what you have done, but what you have suffered for me, if you require it at my hands: and though it has been to such an extremity as I am almost ashamed to mention, yet could it not alter your Respect to my Father against whom you put not in your Bill before a year was elapsed for the settlement of that Estate; and when you did, it was with advice of my Uncle Henry Wynne, who judged that way necessary to secure the Trustees. I am so much engaged to you, that I can never be weary of doing you Right by thus asserting your truth and friendship to

Sir,

Your most affectionate Friend and Servant,
R. ROBERTS.

For John Cresset Esq;

Note, in his Petition to the King and Council, 8 January 1674, he calls it his great misfortune that he met with Cresset, because Cresset is no longer able to furnish him with money, or forbear what he hath lent to, or paid for him.

Note, the Act took away the 5000 l. given by the will of Bodwell, by setting aside that Will, and that was assigned to Cresset as well as the 5000 l. settled by the Deed of the 20. Feb. 1639.

- 26 Mar. 1669. Cresset filed a General Replication.
- 31 Mar. 1669. A Subpoena to rejoin returnable immediate, was awarded against the Lord Roberts, and the Cause to be heard in Easter-Term, unless cause shewn first general Seal.
- 2 Apr. 1669. The Lord Roberts served therewith.
- 3 Apr. 1669. Cresset filed Interrogatories, and proceeded to examine Witnesses to prove all the matters of his Bill, which by Lord Roberts his Answer he was forced to do, and hath examined all the Persons of whom he borrowed Money for Mr. Roberts to prove the same.
- 5 Apr. 1669. Ordered, That the said Cresset examine the Defendant Henry Wynn as a witness in this Cause *de bene esse*.
- 20 Apr. 1669. No cause shewn against going to hearing, as by Certificate appeared.
- 22 Apr. 1669. The Order of the 31. March made absolute, and the Cause ordered to be set down.
- 23 Apr. 1669. Cresset's Counsel attended, but no cause against the Order of 31 March was shewn: of which taking Certificate, the cause was set down to be heard the 17 May, 1669. Subpoena's to hear Judgment, returnable the 15th of May, were taken out, and all the Defendants served therewith.
- 26 Apr. 1669. Lord Roberts moved for further time to examine his Witnesses (without giving notice) upon which Motions further time was given, the Subpoena returnable immediate to rejoin, set aside, and the said Cresset,
- 28 Apr. 1669. Forced to serve the Lord Roberts, and all other the Defendants *de Novo* to rejoin.
- 30 Apr. 1669. Rules given to rejoin, which all Defendants but Lord Roberts did comply with:
- 3 May 1669. First Rule given for Publication.
- 8 May 1669. Lord Roberts Craves a Commission to examine Witnesses into Cornwall.
- 10 May 1669. The first Rule had been out, and then no Commission could have been granted, so that delay to the last minute was used.

13 May 1669. *Cresset* moved that a short time might be appointed for executing the said Commission and Publication to pass; (well knowing there could be no material Witnesses to examine but what were in Town, and therefore proposed) in Court.

First, That if Lord *Roberts* would set down in writing what he would examine unto, *Cresset* would consent to admit it at hearing, or send down a Commission, execute the same and return it, so as to bring the cause to hearing in *Trinity* Term.

Secondly, If Lord *Roberts* would put in such an Answer as the other Defendants had done (and had promised he should do) then *Cresset* would wave his Depositions taken, and examine no more, but go to hearing upon Bill, and Answer.

Thirdly, If Lord *Roberts* would furnish *Cresset* with 3500 *l.* to pay his Debts, he would consent to account again to any Person his Lordship should appoint, and stay two or three years for the rest of his Money, his Lordship securing what should appear to be due above the said 3500 *l.* which last offer was often made before the Suit began, in hope to have preserved *Bodwells* Estate from Sale.

The Court ordered Mr. Serjeant *Maynard* to attend his Lordship, acquaint him with these Offers which to the Court seemed fair; his Lordships Answer was desired, the Cause declared not fit to be delayed, but ordered to be heard the latter end of the then next *Trinity* Term.

20 May 1669. Mr. Serjeant *Maynard* attended Lord *Roberts* with the said Order, but no Answer returned, only that day Lord *Roberts* named Commissioners into *Cornwall*, and Craved two Commissions more, one into *Carnarvanshire*, the other into *Anglesey*.

21 May 1669. *Cresset* gave Commissioners names into all three Counties, and struck Commissioners; desired the Defendants Clerk so to do also, but could not obtain the same.

24 May 1668. *Cresset* moved the Court to call upon Serjeant *Maynard* for to give the Lord *Robert* his Answer to the Propositions aforesaid, and to appoint a short time and certain place to execute the Commissions, and order the Cause to be heard in *Trinity* Term following.

The Lord *Roberts* his Answer was, that he could not go to hearing till he had examined his Witnesses, unless *Cresset* would admit; that Mr. *Roberts* had received the whole 5000 *l.* in question out of the profits of Mr. *Bodwell's* Estate; prayed time for such Examination till *Michaelmas* Term.

Whereupon the said *Cressets* Counsel offered to allow that Mr. *Roberts* had received all the Rents (except of his Mothers Jointure) that had grown due since *Bodwells* death; and if the Court at the hearing thought fit that should be deducted out of the 5000 *l.* in Question, then would consent to examine the Quantum.

Secondly, The Court was informed that *Richard Edwards*, who is, and then was the Bailiff thereof, set and received the Rents of all *Bodwell's* Estate was then in Court, and had been examined by *Cresset* to know what Mr. *Roberts* had received, and was only able to prove the same, and therefore his Lordship needed no Commission.

Thirdly, It was also insisted on, that the Lord *Roberts* knew of the Assignment to *Cresset*, yet suffered Mr. *Roberts* to receive the profits of the Estate, delays the hearing, puts no stop to the Receipts, and endeavours to deduct what is received out of *Cresset's* 5000 *l.*

Fourthly, Satisfied the Court that the Commissions ought to be made returnable, second return of the then next *Trinity* Term, at which time the said Commissions were ordered to be made returnable.

25 May 1669. *Cresset* moved for the carriage of the Commissions (which by the course of the Court he ought to have had) but the same was denied.

14 June 1669. The Commissions were returnable, and then the last Rule for Publication was given.

22 June 1669. The Rule was out, and Publication by the course of the Court passed; but on that day Lord *Roberts* gave notice to move for New Commissions; Whereupon *Cresset* with his Counsel waited six days together to defend the said motion but the same was never made until,

30 June 1669. Being the last day of the Term the Lord *Roberts* Counsel, (when *Cresset's* were most of them absent and without their Instructions) moved; Whereupon it was Ordered, That Lord *Roberts* should renew the Commissions, execute them at time and place to be appointed by the Six Clerks, return them so as that Publication should pass at *Michaelmas*, and the Cause be heard in *Michaelmas* Term, 1669. (This *ex parte*.)

First General Seal, *Cresset* moved against New Commissions for that Publication was past duly, and no Affidavit made; that Lord *Roberts* had not seen the Depositions, or that he had any material witnesses to examine, both which it was prayed might be made before any new Commission issued, and that *Cresset* might carry the Commission, if any must go, it being his due (according to the course of the Court.) All these things were denied: Commissions were granted and made out, time and place to execute them was appointed by Lord *Roberts*.

3 July 1669. Ordered that the Cause be set down to be heard in *Michaelmas* Term next before Publication pass, to the end the Defendants may be served to hear Judgment before Priviledg of Parliament should come in.

10 July 1669. The Cause set down to be heard 25 October, 1669.

- 25 July 1669. All the Defendants served to hear Judgment.
- 19 Aug. 1669. The Commission was executed in *Carnarvonshire*, where were examined no Witnesses that did any advantage to the Defendants, save only *Richard Edwards* that was in Court when the Commission was moved for, and had been examined to, and proved the same in Court before.
- 24 Aug. 1669. The Commission was executed in *Cornwall*, and there not one Witness examined to any the matters in Issue, or concerning this cause; so that the said Commissions were only for delay, and to put the said *Cresset* to unnecessary charges.
- 22 Octo. 1669. Lord *Robert* Agent gave notice to move the Court on the 23. of *October*, to put off the hearing for three weeks, on pretence that the Commission executed the 24 *August* was not returned, which Commission was in his Lordships Kinsman's hand, and kept out all that time.
- 23 Octo. 1669. *Cresset* waited with his Counsel to defend the Motion, but none was made; Thereupon he feed and instructed his Counsel for the hearing on Monday the 25 of *October* 1669.
- 25 Octo. 1669. The Cause came to hearing, but upon Serjeant *Fountains* Motion the same was put off on pretence the said Commission was not returned, and this done without giving the said *Cresset* his Costs for his Counsel attending that day, which was never done to any before.
- 8 Nov. 1669. The Cause was heard by Mr. Justice *Rainsford*, who decreed Land to be sold to pay the said *Cresset* 5000 *l.* in question, with damages for the same from the time it should have been paid, directed an Account to be taken of what Profits was received of *Bodwel's* Estate since the Act of Parliament; those to go in first place to payment of *Bodwel's* Debts and Funeral-charges, when those paid, if a Surplusage remain, the Trustees to pay the same to *Cresset* in part of his 5000 *l.* and damages and sell Land for the Remainder, the Master to compute Interest, set out Land to be sold, appoint time for Sale, if not sold by time appointed; *Cresset* to produce a Purchaser, and the Master to sell for the most that can be gotten; the Trustees to convey to such Purchaser; who was thereby decreed to hold and enjoy the Lands bought by them against the Trustees and all the Defendants; and if any Debts or Funeral-charges remained unpaid, that not to hinder selling to pay *Cresset's* 5000 *l.* with Interest; there appearing Land sufficient to pay all: and it was reserved to the Court to consider of the said *Cresset's* cost to be given him.
- 20 Dec. 1669. Lord *Roberts* his Agent petition'd Lord Keeper against the Decree as to the point of Interest, alledging, that by the Act payment of Interest was not warranted, and that there was but 4000 *l.* due to *Cresset*, the other 1000 *l.* was given for Solicitation. Ordered, that the Register attend the Judge to settle the Decree, and in the mean time the Inrolment stand.
- This Petition was presented after the Order was settled and entred, and Sir *Walter Littleton* been twice attended, and never objected against, till after the Judge was gone into *Northamptonshire*, so that it appeared only a Design for delay.
- For upon this Order (though no proceeding were stoppt, yet) the Defendants refused to attend the Master; Whereupon
- 2 & 4 Jan. 1669. *Cresset* petitioned the Lord Keeper to hear the Cause himself as to that point of Interest, and offered to abide his Judgment, but his Lordship refused so to do as he did to hear the Cause at first.
- 24 Jan. 1669. Mr Justice *Rainsford* was attended by Counsel on both sides with the Register, when Lord *Roberts* his Solicitor put off the hearing till next day.
- 25 Jan. 1669. Lord *Robert's* Agent never came till after the time appointed, when he brought Mr. Justice *Ellis*, but the Judge was gone abroad: having suspended the giving Judgment till 26 *January*, 1669.
- 26 Jan. 1669. Lord *Roberts* nor none in his behalf attended as they promised the Judge to do: whereupon he confirmed his Decree, but ordered it to be stayed a day or two, to see if the Lord *Robert's* Agents would attend; of which he caused notice to be given.
- 28 Jan. 1669. None appearing for the Defendants, the Judge confirmed his Decree, and ordered it to be entred, and signed it himself; All these times *Cresset* attended with Counsel at great Charge.
- 29 Jan. 1669. Lord Keeper Signed the Decree in the Lord *Roberts* his Agents presence, who complaining that he was surprized, his Lordship ordered both sides to go back to the Judge upon that Point of Interest; in the mean time the Decree to be deposited in Mr. *Dugdale's* hand.
- 31 Jan. 1669. The Judge being attended by both sides declared the Decree to be according to his sense, and nothing but what was just; but finding what troubles the said *Cresset* was in, advised him to let the Decree be altered, and made to pay Interest only for 4000 *l.* because in the Account there was mention of 1000 *l.* given for 3 years and halfs Solicitation, and such Interest to begin from the time of the Act of Parliament only, which done there could be no manner of Objection made against it by the Lord *Roberts*, but declared he would not make that alteration without the said *Cresset's* consent, (this in the Presence of Mr. Justice *Ellis*), to which Proposition *Cresset* consented; the Decree was accordingly amended, signed, and enrolled,

and Sir *Walter Littleton* attended, who took the Accompt, stated *Cresset's* 5000 *l.* principal Money decreed him, and the Interest thereof to be 5820 *l.* appointed the same to be paid the first of July 1670, and reported no surplusage of Rents or Profits in the Trustees hands; and at the Lord *Roberts* Council's instance the whole Estate was set out to be sold, a particular whereof was brought in by *Richard Edwards* the Bayliff, with the Names of every Tenant, and the Rents they paid. This when brought in was brought in at much greater rates then let for, (on purpose as is conceived) to deceive a Purchaser, whereupon he was ordred to be examined upon Oath, and upon his Examination he put in the Margent the true values of every Tenement, these Lands or so much thereof as would raise 5820 *l.* was ordered to be sold.

The reason why (as the Master in his Report declares) he did not set out particular Lands, for the said 5820 *l.* at that time was, because the Lord *Roberts* Counsel insisted, That if the Lands free from Incumbrances should be sold, it would greatly prejudice the Estate, and therefore they hoped to exchange the Lands in Joynture in *Anglesey* (whereof *Llanigred Park* was a part) for Lands in *Carnarvanshire*, and so to sell all *Anglesey* Lands, and preserve the Infants Estate in *Carnarvanshire* (being the best part thereof) entire, and sell as little reversion as could be.

Note.

During this Reference Mr. *Roberts* (who had all along before seemed to consent to sell Land to pay the 5000 *l.* and Interest, and had told and writ *Cresset* word that he being in Possession and receiving the Profits of *Bodvell's* Estate should not hurt him, for that he received the same upon Accompt of an Assignment of a Sequestration, from his Mother in Law which she had for Arrears of Ally-money pretended to be 6000 *l.* but assigned for 3000 *l.*) secretly writ the following Letter to Mr. *Hart*, who was the Lord *Roberts's* Solicitor, and he brought the same to Sir *Walter Littleton* who gave it to *Cresset*.

1 January 1669.

Mr. HART,

MR. Vermuyden informs me that Mr. *Cresset* has preferred before the Master of Chancery an Accompt in my Name, I do hereby assure you he never consulted me in the Case, nor had any direction from me therein, as I am ready to make Oath, wherefore I do utterly praest against it.

Note, this 5000 *l.* was assigned to *Cresset* on the 10. of Mar. 1663.

And as to my Receipts of all or any part of *Bodvell's* Estate, I do profess I never did it to pay Funeral Charges, nor upon any such like trick, but having by Mr. *Bodvell's* deed of Settlement in Marriage a Title to 9000 *l.* portion, I thought my self legally entituled to receive the Rents even before the pretended Will was set aside, and since the Act of Parliament mentions that 5000 *l.* I continued the same, and hope that no Court of Equity will ever make me an Accomptant to the Trustees since I had a legal interest to such a sum as will clear me upon the ballance of my Receipts with what was my due.

Mrs. Vermuyden had 600 *l.* per Annum, and yet Mr. *Roberts* to lessen *Cresset's* Receipts would charge himself with the Receipt of all the Estate.

As to any Defalcations I demand not one penny, for I received many Debts due to Mr. *Bodvell*, and Arrears of Rent, and therefore charge myself with the Receipt of the whole Estate in possession ever since the Act of Parliament passed, being three years this Christmas.

Note, It is 3400 *l.*

I here send you Mr. *Cresset's* Defeazance, of which I must give you thus the History: My Wife and I sealed an Assignment of the Portion to satisfy him for 2400 *l.* then laid out, I signed several times as he laid out, but my Wife signed only the first time. Then at Oxford when the Parliament sate, I gave him a Judgment as farther security, whereof this is the Defeazance; and methinks thereby he can claim but 3000 *l.* for though it be said that to acquit my self from the 6000 *l.* I must not only pay 3000 *l.* but perform certain Articles and Covenants relating to the Deed therein mentioned, yet I do suppose he concluded himself thereby to have only remedy upon the Judgment in case such Covenants are not performed, and therefore *Bodvell's* Estate not liable at all to pay it, or but the remainder of the Portion in my hands, which accounting my Receipts as aforesaid cannot be more than 3000 *l.* I think.

I am

your affectionate friend,

R. ROBERTS.

11 Febr. 1669. Sir *Walter Littleton* made the aforesaid Report, and it was ordered to be confirmed unless Cause.

12 Febr. 1669. All Defendants served with that Order.

26 Febr. 1669. The Report upon hearing of Council of both sides was confirmed, and afterwards signed and enrolled.

6 Mar. 1669. Lord *Roberts* petitioned the Lord Keeper for a Bill of Review upon the same point concerning Interest which had been determined upon five hearings as aforesaid; this contrary to the course of the Court was granted; but from the sixth of March to the eighth of June following (being three Months) the order never drawn up or entred, nor proceeded upon till

When

9 June 1669. When *Cresset's* Money was near the time of being paid (to wit, the first of July 1670) then a Bill of Review was exhibited, and the only Errors assigned were,

First, That Interest for 4000 *l.* was decreed, and payment of Interest is not warranted by the Act.

Secondly, That the Act saith, The 5000 *l.* in question should be paid after the Debt, and Funeral Charges of *Bodvell* were paid; and they appeared not to be paid so the 5000 *l.* not due:

14 June 1669. *Cresset* put in his Plea and Demurrer as followeth; Demurred for that there was no error in Law in the body of the Decree whereupon a Bill of Review could be brought to ground a Reversal thereof.

Nor was there error so much as in fact or judgment in the body of the said Decree, for that it might have stood with the Justice of the Court to have decreed Interest for the whole 5000 *l.* and not for 4000 *l.* only, and that from the time the same was payable to *Sarah Roberts*, and not from the time of the Act of Parliament only, inasmuch as the said 5000 *l.* was not a Duty created by the Act of Parliament, but directed by the said Act to be payed according to the Deed of 20 Febr. 1639, which made it a Debt payable when the said *Sarah* attained the age of 21 years, or day of Marriage, both which happened before *Bodvell* died. And howbeit by the Act it was made payable to *Sarah Roberts*, and that after Debts and Funerals paid, yet that did not alter the said *Cresset's* title to the same, nor ought it to hinder him from receiving the same before the payment of the Debts and Funerals, for that in the Act there is a saving of all mens Rights and Interest either in Law or Equity, and the said 5000 *l.* was Assigned to the said *Cresset* long before the said Act of Parliament, and was the first debt upon the Estate.

And it was further pleaded that without paying Interest it was impossible to perform the Act of Parliament, which enacts 5000 *l.* to be payed: The Act was passed four years before that time, the Interest came to 1200 *l.* besides all costs and charges in the recovering the same; so that to pay 5000 *l.* then was not to pay above 3300 *l.* and the Trustees might delay payment till the whole Principal should be drown'd, and the said *Cresset* only receive the Interest of his Money.

And that the Debts and Funerals were not paid ought not to hinder Payment of *Cresset's* 5000 *l.* for that the Trustees were intrusted to pay both them and the 5000 *l.* and by their own showing there is Estate enough so to do, and the not paying them is latches in themselves whereof they ought to have no benefit.

Nor ought the Bill of Review to have been admitted in as much as there were not proper parties thereunto, the Decree being against six Defendants, five of which abided by the same, and the sixth bringing the Bill of Review alone.

Nor ought such Bill of Review to be brought till the Decree be performed and the 5820 *l.* paid but not one penny thereof, was either paid or secured, therefore prayed a Dismissal with full costs.

26 June 1670. Ordered that this Plea and Demurrer be argued on the 8th. of July 1670, the Plaintiffs to have notice.

8 July 1670. The Cause came on when Lord *Roberts* Agents moved to put off the hearing till after *Michaelmas*, on pretence his Lordships Council were out of Town, when as Mr. Serjeant *Maynard*, Mr. *Collins*, and Mr. *Colthrop*, were all in Court.

Cresset finding delay to be the only design, did (as he had many times before to his Lordships Agents done) offer in Court to take his 5000 *l.* without Interest, so it might be forthwith paid, and *Bodvell's* Estate be preserved from sale; therefore prayed that the hearing might go on, his Council being all see'd.

The Lord Keeper declared *Cresset's* Proposition was honest and fair, and ordered the Lord *Roberts* his Solicitor to give his Lordship notice thereof and bring his Answer next day, when if he did not agree thereunto, he would proceed to hear and determine the Cause.

9 July 1670: *Cresset's* Counsel was again Fee'd and attended, and the Lord *Roberts* not complying with the Offer, the Lord Keeper discharged the said *Cresset* from the same, and proceeded to hearing, but after a full hearing, when ready (as supposed) to give Judgment, upon the earnest importunity of the Lord *Roberts* his Counsel, his Lordship deferred giving Judgment till the 8th of November, 1670. when he declared he would desire the Assistance of some of the Judges. This Order *Cresset* could not get passed till 6 November, 1670. when Lord *Robert's* Solicitor would not let that Declaration concerning the Assistance of the Judges be put in to the same; of which by Petition the 7th of November, *Cresset* gave intimation to his Lordship, and prayed Judges might be called to Assist him; Nevertheless

The Lord Keeper heard the Cause upon the Plea and Demurrer aforesaid without any Judges, and without over-ruling the Plea and Demurrer (both which to this day stand good) fell upon the Merits of the Cause, (for which *Cresset's* Counsel was not prepared) and reversed so much of the Decree as concerned selling Land to pay Interest, but confirmed the Decree in all

all other points, and ordered an Account to be taken of all the profits of *Bodwells* Estate from the time of his death, and decreed *Cresset* to find a Purchaser that should (buy not only Land for payment of his own Debt, but also) so much as should raise Money to pay all *Bodwells* Debts and Funeral-charges mentioned in the aforesaid Report of the 11. February, 1669. and which were not paid, or said therein to be secured by Mr. *Roberts*; The Master to sell the Land for the most he could get, agree conveyances, and appoint a short time for sealing the same; and if not sealed by the time appointed, then the Trustees to pay Interest from the time of tendering a Purchaser; This Order could not be got passed till 17. December, 1670. when my Lord was attended to settle the same.

17 Dec. 1670. The Reference was transferred to Sir *John Coell*, (Sir *Walter Littleton* being dead) and his Lordship ordered that *Cresset* should have Interest for his whole 5000 *l.* and that the Deeds concerning the Land that should be sold, should be delivered to the Purchaser.

7 Jan 1670. Sir *John Coell* made his Report that he had heard both sides several days, and found by the Account annexed, (Copies whereof Lord *Roberts* his Agents had, were heard thereupon and took no exception unto) that there was sufficient raised to pay all *Bodwells* Debts and Funeral-charges, and all the Arrears of *Hern's* Annuity, due at *Christmas* then last past, with a Surplusage of 791 *l.* which he allowed Mr. *Roberts* for Costs, and this by the Profits due from the time of *Bodwells* death till August 1670.

And that *Cresset* had produced a Purchaser to buy the Lands in the Shcedule annexed, (whereof *Bodwell* Seat and *Lanigred* Park was a Part) that offered 13 years Purchase for what was in possession, 7 years for Reversion after one Life, 5 for Reversion after two lives, and pressed him to sell. But upon Lord *Roberts* his Council's desire (to have ten days time to see if his Lordship would pay the Money or produce a Purchaser to give more than *Cresset's* Purchaser offered or to buy other Lands,) he had given him 14 days time, when, if the money were not paid, or other Purchasers to buy other Land or give more for these Lands produced, he would proceed to sell and settle the Conveyances.

Note. By Sir *Walter Littleton's* Report dated 11 Feb. 1669. It appears they designed that *Lanigred* Park should be sold and *Bodwell* was put in by *Cresset*.

First, because there was no other Estate in possession that was free from Incumbrances.

Secondly, in hopes the Trustees would pay the Money decreed rather than suffer the Principal Seat to be Sold, *Cresset* neither designing nor desiring to have it (as by the following account will appear.)

8 Feb. 1670. Sir *John Coell* makes a Second Report and certifies that the 20 January Lord *Roberts* his Council attended him, told him his Lordship was loth to have *Bodwells* house sold, but had given no order to pay any money, or could produce any other Purchaser, either to buy other Land, or give more for the Lands mentioned in his former Report; but certifies further that upon the great Importunity of Lord *Roberts* his Council, *Cresset* offered for the Preservation of the Estate that if the Lord *Roberts* would pay him 1000 *l.* the middle of Febr. and secure the rest (with interest from the time the Court should direct) to be paid at Midsummer, the said *Cresset* would accept the same, or if the Lord *Roberts* would clear *Anglesey* Lands from all Incumbrances (as he proposed to Sir *Walter Littleton*) and exchange those Lands in Jointure there, and give Mrs. *Bodwell* Lands in *Carnarvanshire* for them, he would buy the Lands in *Anglesey* and leave *Bodwell*, which offer they prayed 14 days time for his Lordship to answer unto, and did not doubt to receive the same, which time was granted, and elapsed, and new Summons issued, but the Defendants did not attend, therefore he had sold the Lands in his former Report mentioned to the person, and at the Prizes therein expressed, and would settle Conveyances, allow the same under his hand; and appoint short time for the execution thereof.

10 Feb. 1670. These two Reports confirmed, unless upon Notice Good cause within Eight days after should be shown to the Contrary.

12 Feb. 1670. The Defendants were served with notice thereof.

16 Feb. 1670. Exceptions to the said Reports were filed.

First, because the Master ought to have Reported what or how much had been Received before the Act, and what and how much since the Act of Parliament and of whom, and for what.

Secondly, Because the Master appointed 5000 *l.* of the Purchase-Money to be paid to the said *Cresset*, intimating that the said Mr. having reported a Surplusage received, over and above what would pay *Bodwells* debts and funeral-charge, he should have said how much such Surplusage was and in whose hands, and ordered the same to have been paid in part of the 5000 *l.* to have saved so much of the Estate from sale, and the Mr. ought not to have allowed of a Purchaser, the Lands being much undervalued, no allowance made for 2000 *l.* worth of Wood, nor care taken for the Preservation of the Principal Seat of the Family, and place of Residence of the Wife and Children of the said *Rob. Roberts*, who on the purchase will be turned out of doors.

Upon

28 Feb. 1670. Upon arguing the said Exceptions by Council on both sides before the Lord Keepers his Lordship held them insufficient and over-ruled the same, and confirmed the Reports, all the Exceptions being grounded upon Mistakes, and fully Answered by the Reports themselves, and the Court confirmed the Sale. But with this, that the Mr. should examine whether there were any Gross Timber on *Bodwells* Demesnes, and not valued to, or paid for by the Purchaser; if there were, then Lord *Roberts* to have time till Midsummer to cut it and carry it away, leaving sufficient boots of all sorts, and for the Ornament and defence of the Mansion house.

6 Mar. 1670. It was ordered that the said *Cresset* should have Interest for 5000 *l.* from the time when he first tendred his Purchaser, That the writings concerning the Lands sold alone, and true Copies of such as concern the Lands sold with others, be delivered to the Purchaser; And Sir. *John Coell* to compute the Interest, and settle the payments thereof, according to the Decree of the 8. of November 1669. and the Purchaser Decreed the possession of the Lands sold, and to enjoy the same to him and his Heirs and Assignees for ever, against the Lord *Roberts*, and all other the Defendants in the causes, he paying the said *Cresset* 5000 *l.* out of the purchase Money and the other 126 *l.* remained, &c. thereof as Sir *John Coell* should direct.

Note, the Purchaser Robert Stapleton Esq; was a Trustee for *Cresset*.

All these Orders, Decrees, and Reports, Accounts and Rentalls being signed and Inrolled upon such mature deliberation as aforesaid.

21 Mar. 1670. *John* Lord *Roberts* (Sir. *Richard* and *Henry Wynn* Esq;) appealed from them to the house of Lords, and for ground of Relief insisted upon the same Reasons contained in the Exceptions to Sir. *John Coells* Report.

24 Mar. 1670. *Cresset* Answered the said Appeal setting forth the matters aforesaid.

1 Apr. 1671. The Cause was fully heard at the bar and dismissed *Nemine Contradicente*, with this special direction that it should be without prejudice to the said *Cressets* going back into Chancery for his Costs of Suit, which by the Decree of the 8. of November 1669, was reserved to the Consideration of that Court.

Note, *Cresset* exhibited a Counter Appeal to have had Interest money from the time of Mr. *Bodwells* death according to the Decree, which Appeal for quietness sake he waved at the Bar and would not suffer to be opened. Thereupon that also was dismissed.

After these dismissions Sir *John Coell* was daily addressed unto to settle Conveyances and compute and set out Lands for Interest according to the order of the 6 March 1670. who after above 20 times being attended by both Sides made the Report following.

8 Feb. 1670. First, that there was no Gross Timber on *Bodwells* demesnes but what was necessary for Boots and Ornament to the house, and that *Cresset* had allowed for it in his former purchase.

Secondly, that he had computed Interest for the 5000 *l.* for one year which comes to 300 *l.* and set out and sold Land of 13 *l.* 3 *s.* 4 *d.* per annum and the 126 *l.* above the 5000 *l.* in the last purchase Money in Satisfaction for the same.

Thirdly, that he had allowed of Conveyances according to the Lord *Roberts* and the other Defendants Council's own amendments, and appointed them to be executed by *John* Lord *Roberts* Sir *Richard Wynn*, *Henry Wynn*, *Robert* and *Sarah Roberts*, when tendred to them and *Sarah Roberts* and her Husband to levy a Fine of the Land sold to the use of the aforesaid *Robert Stapleton* and his Heirs for ever, and all the Defendants to make further Assurance within 7 years if needful for ascertaining the Title and freeing the Lands sold from *Bodwells* Incumbrances. And that *Lanigred Park* should be liable after Mrs. *Bodwells* life to pay to *Joseph Hern* or his Assignes (during his wifes life) what can be made thereof towards raising the 100 *l.* per annum Annuity which that Park and three Townships in *Carnarvanshire* are obliged to pay: And that all the Arrears of the said 100 *l.* per annum which should grow due before Mrs. *Bodwells* death, should be paid out of the said Townships and *Lanigred Park* not be liable to the same, &c.

13 May 1671. This Report confirmed unless Cause within 6 days after Notice be shown to the contrary.

15 May 1671. Notice being given they desired some Amendments in the Report and Conveyance, and then promised to consent to confirm it, which amendments *Cresset* agreed unto.

7 June 1671. The last Order made Absolute and the Report confirmed

11 June 1671. For the Satisfaction of the Court Sir. *John Coell* upon an Order to him directed Reports as followeth.

That all along Pending the Reference before him both before and after the Appeal to Parliament, and after the dismissal out of Parliament when he was attended to settle Conveyances, *Cresset* did in his presence offer the Defendants that if they would set out Lands in lieu of *Bodwell* of the same yearly value, and sell the other Lands in his purchase for the value they were let for, to preserve *Bodwell* house and demesnes from Sale and to keep the Estate in *Carnarvanshire* intire. He would exchange the said *Bodwell* house for such other Lands as they should set out; but that offer would not be accepted nor would they set out other Lands, whereupon the Conveyances passed as the Defendant amended them. The Report was made and entred, after which some Amendments were desired to be made. And the Defendants Council and their

Agents agreed if such Amendments were made they would not oppose the Confirmation of the Report.

Whereupon *Cresset* consented, and the Report was sent for from of the file; and with the Conveyances were amended in all points desired.

10 June 1671. The Registers certifie no Exceptions were filed to the aforesaid Reports.

24 June 1671. The Registers make the like Certificate; Whereupon the Decree and Report were drawn up, signed and enrolled, and the Defendants served with a writ of Execution thereof, and desired to seal, which none would do but *Henry Wynn*, Esq;

Mr. Roberts (who all along had hindred *Bodvell* from being left out of the Conveyances, and promised to seal,) and his Lady declared they would not seal till my Lord *Roberts* had sealed.

28 June 1671. A Messenger was sent expresse (being an Attorney at Law) to serve *John* Lord *Roberts* in *Cornwall*, but was not admitted to his Lordship. He tendered the Writ of Execution and Conveyances in his Hall, but no servant would receive them.

Complaint thereof being made to the Court, it was ordered, 12 July 1671. That serving Lord *Roberts* Clerk in Court should be deemed a good service of him, and that all Process of contempt returnable immediate should issue against *Robert* and *Sarah Roberts* to enforce them to execute the Conveyances. And that an Injunction should issue against the Tenants to enjoin them to attorn and pay their Rents to *Stapleton*.

And it was further ordered, That Sir *John Coel* should tax *Cresset's* Costs of Suit, unless cause shown the then next third general Seal, Lord *Roberts* Council desiring to be heard to that point only.

18 July 1671. Lord *Roberts* his Clerk in Court was served with the Decree, and an Attachment returnable immediate issued against *Robert* and *Sarah Roberts* for their contempts.

26 July 1671. *Cresset* (having attended with Council three days of motions upon notice given him that the Lord *Roberts* would move against the Order of the 12th. of July 1671, and no motion being made, he then moved the Court; and it was Ordered, That tendering the Decree and Conveyances at the Lord *Roberts* house, should be a good service upon his Lordship; and if his Lordship did not seal, then upon Affidavit thereof a Sequestration should issue without further motion against *John Bodvell's* Estate, and a Writ of Assistance to put the Purchaser in possession of the Lands sold, and that the Master should proceed to tax *Cresset* his Costs according to the course of the Court.

6 Aug. 1671. A Proclamation of Rebellion issued against *Robert* and *Sarah Roberts*.

10 Aug. 1671. The Lord *Roberts* was attended in *Cornwall* by an expresse Messenger, and then sealed the Conveyances, which done, *Mr. Roberts* and his Lady had the Conveyances tendered to them again to seal, which they both refused to do, on pretence that *Bodvell's* House and Demefines were conveyed thereby.

26 Aug. 1671. *Cresset* went into *Carnarvonshire* to serve Sir *Richard Wynn*; when he came there, met with a Letter from *Mr. Roberts* conjuring the said Sir *Richard* not to seal, which so far prevailed as that Sir *Richard* would not execute the said Deeds till Attachments were sent for from *London* and executed upon him, which cost the said *Cresset* (together with his Journey) above 100 l. The Letter was as followeth.

21 Aug. 1671. **S**IR, How my Father who occasioned all this sale and refused to let *Mr. Cresset* have 3000 l. worth of Land, should now seal away the value of 8000 l. and of both the Mansion-houses with the best of all the Lands, and the very name of the Family, is a thing so unjust and shameful, that it is the talk and wonder of every body; you are the chief of my Wife's Family, and if you now become the preserver of her and her Estate, it will make the world honour you, and us ever to serve you; and be sure of this that at Michaelmas-Term next his Money shall be paid him, and so you shall not have so much as the trouble of a Suit, and it had been now ready, if any one could but have expected such a compliance of my Father, my Wife, and I never shall seal, and therefore think not, Sir, we can ever assent, (as you were informed.) We abhor to sell away the name of *Bodvell*. My Wife gives you her humble service, and thanks, and both of us are obliged beyond expression of

For Sir *Richard Wynn* Baronet,
at *Gwidder* in *Carnarvonshire*.

Your most humble Servant & Cousin,
R. ROBERTS.

Cresset having a Coppy of the aforesaid Letter from Sir *Richard Wynn*, immediately writ to *London* to *Mr. Roberts*, (who had assured him before his going out of Town, that he would give him no hindrance in the Country.) In answer to which Letter *Mr. Roberts* writ to him, dated the 29th. of August 1671, wherein among other things he useth this Expression:

But since Sir *Richard Wynn* stops his hand upon my account, I shall propose this to you that you press him not to seal, for if I do not shortly, either pay the whole sum of the Decree, or for all the *Carnarvonshire* Lands I will be bound to joyn in the conveyance, &c. This you may consent to without prejudice, &c.

A

3 Nov. 1671. A Commission of Rebellion Issued against the said *Robert* and *Sarah Roberts*.

Sir John Coel being attended to tax Costs according to the Order of the 26th. of July the Defendants got time to move the Court to know whether Costs of the Appeal in Parliament should be taxed, and they gave *Cresset* six several Notices to move the same, at which times he attended with Council at great charge, but they never moved. Whereupon,

15 Febr. 1671. *Cresset* moved to know his Lordships pleasure in that point, when it was ordered that the Master should proceed to tax the Costs in general, unless upon notice good cause should be shewn the then next seal.

16 Febr. 1671. The Defendants were served with that Notice.

22 Febr. 1671. Council on both sides attending the Court put off the motion till after the last seal, when his Lordship declared he would be attended with, and peruse all the Orders made in the cause, and then would settle Costs. After which Seals, *Cresset* endeavoured, but could get no day appointed for attending his Lordship for that purpose, though he often petitioned for the same.

22 Feb. 1671. A Serjeant at Arms was awarded against *Robert* and *Sarah Roberts*.

Mr. Roberts and his Lady their pretence for not sealing, being because *Bodwell's* House was sold, and promising to seal if they might have that again: At their desire *Cresset* referred it to the present Lord Keeper, and *Sir Thomas Chichly* their own Uncle (both of their Nomination) to settle what should be paid or given him in exchange for the same, the Referees met, made an agreement, to which *Cresset* consented, and they promised to perform, thereby put *Cresset* to great charge in getting Conveyances drawn for the Execution thereof. But *Mr. Roberts* and his Lady never performed the same.

Note, this agreement was to be executed on or before the 25 of March 1671.

18 May 1672. The Serjeant at Arms returned that *Robert* and *Sarah Roberts* lodged in *Whitehall*, and therefore he could not attach them.

20 May 1672. *Cresset* moved again for Costs when it was ordered that *Sir John Coel* should tax Costs, since the Decree against *John Lord Roberts*, and that a Sequestration should issue against *John Bodwell* and *Robert Roberts* their real and personal Estate for the contempt of the said *Roberts* and *Sarah* his Wife, unless cause should be shewed the then next Seal (though by Affidavit it then appeared) they had due notice of that days motion.

23 May 1672. Cause coming to be shewn, the Lord Keeper gave my Lord *Roberts* further time till the first day of the then next Term, peremptorily to shew cause against his paying of Costs, but disallowed the Reasons offered by *Mr. Roberts* and his Lady, their Council against the Sequestration; and Ordered that the same should issue.

7 June 1672. Upon the Lord *Roberts* motion, it was Ordered, That no Costs should be taxed against him personally, but that *Cresset* should have all his Cost of Suits taxed, and *Sir John Coel* to tax them accordingly, the same to be paid out of *Bodwell's* Estate, unless on notice to *Robert Roberts* and his Trustees, good cause to the contrary should be shewn the then next day of motion.

13 June 1672. Upon hearing Council on both sides, it was Ordered, That *Cresset* should have his Costs relative to these Suits both before and after his Decree, *Coel* to tax them, and to be paid out of *Bodwell's* Estate.

5 July 1672. The Lord *Roberts*, and *Robert* and *Sarah Roberts* moved, whereupon notwithstanding all the former Orders, the Court Ordered *Cresset* should have Cost taxed since the Decree only, and to be paid as aforesaid: Which Order they kept from passing untill

15 Aug. 1672. When the Court Ordered on *Cresset's* motion, That *Mr. Flatman* the Defendant's Clerk in Court should bring back the Order, pass it, and attend the Master therewith: Which done,

20 Aug. 1672. The Master taxed 250 l. Costs only, which was very little more than paid the charges of the several motions made for Settlement thereof.

Note, that one motion might have settled these Costs as well as 15, and saved the charge of the rest of the Motions, Notices, and Affidavits of giving notice of those Motions, and drawing up those Orders.

The Sequestration being issued, and one *Richard Edwards* appointed one of the Sequestrators, he hath ever since received the Rents of the Estate sequestred, and refused to pay the same to *Mr. Roberts* without *Cresset's* consent, which *Mr. Roberts* in September 1672, prevailed with *Cresset* to give for that year upon his promise that if he did not end the difference betwixt him and the said *Cresset* between that and Christmas, that then he and his Lady would seal the Conveyances in question, (the said *Cresset* giving him two years time to redeem *Bodwell's* seat at the price the Lord Keeper, and *Sir Thomas Chichly* had valued the same at upon the reference in Febr. 1671,) and promising further that He would repay the said money which he should so receive of the said *Edwards*.

Cresset relying upon this promise got Writings drawn for that purpose, which he carried to *Mr. Roberts* in Decemb. 1672, he kept, but did not execute the same, but when he received them, he promised that he would forthwith go to his Father into *Cornwall*, and submit himself to his pleasure, whereby he doubted not to regain his favour, and capacitate himself to end the said *Cresset's* business; if not, he would certainly at his return seal the Deed in question. This Journey he took accordingly, but it proved ineffectual; nevertheless to this day he hath not sealed.

In 1673. *Edwards* received the Rents of the Sequestered Lands again, and refused to pay them to *Mr. Roberts* as before, until such time as he prevail'd with *Cresset* for another direction for that purpose, the which *Cresset* was perswaded to grant.

First,

First, Because he was unwilling to be an Accomptant to the said *Roberts*, or to the Court when the said Decree should be performed.

Secondly, Upon Mr. *Roberts* his securing the 250 *l.* Cost taxed as aforesaid by a Bill of sale of the Goods in *Bodwell's* House, dated the 19th. of March 1672, and a Bill under hand and seal to *Edwards* to pay him out of that years rents, 130 *l.* to make up the said 250 *l.*

But the said *Roberts* having got *Cresset's* Letter, never acquainting the said *Edwards* that he was to pay any part thereof to *Cresset*, got the whole Rents out of his hand before due, so that nothing was paid to *Cresset* that year.

Febr. 1673.

Mrs. *Vermuyden* who had a Joynture in most of the Lands sold to *Stapleton* happen'd to die, which *Cresset* well hoped might have been of some advantage to him in his Purchase which had cost him so dear, and to help make up the great loss he had sustained, and the vast charge of the Suit aforesaid, but the contrary hath happened, as by the following Narrative will appear. For in

April 1674.

Mr. *Roberts* acquainted *Cresset* that his Lady had now a mind to have all the Lands again that were sold, intimating they were too good a bargain by the life falling, (never considering that she might have lived twenty years, and that the hazard was reciprocal both to the Vender and the Purchaser) *Cresset* desiring if possible to preserve their Estate, consented that they should have all again, paying thirteen years purchase for the Possession, and seven for the Reversion after one life (which rate he allowed when he purchased) and that at the same yearly value he bought them at, or that they paying him the principal Money he paid, and his Interest, and his Charges of the Suits; Mr. *Stapleton* should re-convey to them (though the Lands are worth more) neither of these Offers were grateful, but a Reference was proposed to the Right Honorable the now Lord Keeper of the Great Seal of *England*, the which *Cresset* consented unto, upon Condition that he might have Security from them to abide his Award; My Lord Keeper being attended, no Security could be given. Therefore by his Lordships advice,

Note, This was never desired while it was a Reversion.

18 May 1674.

An Order by consent obliging both parties to abide, his Award was drawn up, agreed, and entered, his Lordship was to be attended, each party to make his Proposals in writing; his Lordship to consider them and hear both parties, and thereupon to perswade to an Accommodation, which if he could not do, then his Lordship to determine by the 6. of July 1674. what should be paid *Cresset* for the said Lands: one moiety whereof was to be paid the 16 July 1674, the other moiety on the 8th. of November following; otherwise they to Seal the Conveyances, to levy a Fine, to waive all Priviledge, and to quit all Pretences to the Estate in question, this to be done without prejudice to the Decree if the Award should not be by them performed, upon this Order.

His Lordship was often attended by the parties, sometimes by themselves, and at other times with Counsel, and *Cresset* wholly submitted to his Lordships determination, and petitioned him to make his Award.

6 July 1674.

The time limited by the Order of the 18th. of May 1674 for making the said Award, was enlarged by a second Order of Consent till the 16. of July 1674, his Lordship was frequently attended in that time, and by *Cresset's* petitioned to make his Award, which he thought not fit to do, because he could not find Mr. *Roberts* had any Money, but declared he was ready to have delivered his Judgment, if he could have seen Money ready.

So that all this Time, and great Charges was lost, and the end *Cresset* had in the Reference wholly frustrated, for he could never expect any advantage by such Reference, or that my Lord should have given him more (but rather less) than the Land was worth, but well hoped for an end of trouble, and if he had not Money then, to have his Conveyances executed, (when the time limited for the payment thereof had been elapsed,) by which Sealing it is to be observed, nothing doth pass for the Estate in Law, is already conveyed, and *Cresset* is in possession, and Mr. *Roberts* and his Lady their being made parties, was only to testify their Consents for their Trustees Indempnity; but being made parties and not Sealing, it frightens persons from becoming Purchasers, or lending of Money upon a Mortgage, without which *Cresset* cannot pay their Debts, but must lie in a Gaol for them, whilst they (who by means as aforesaid are become Masters of his Estate) live plentifully in a Palace.

From the 16th. of July 1674. to November 1674. *Cresset* pressed the renewing of the aforesaid Reference to the Lord Keeper, which frequently was promised, and he put to great charge in going (as well as loss of time in attending) at *Whitehall* for that purpose, but all in vain, for a Reference to his Lordship, (or to any other person) would not be consented unto, though *Cresset* frequently offered to refer it, either to Mr. Attorney or Mr. Solicitor General (both of them of Mr. *Roberts* his own Council,) or to any other honest and understanding Person he or his Lady should name.

Note, No 5000 *l.* was offered till the Estate came into possession.

In November 1675. Mr. *Roberts* told *Cresset* that if he would take five thousand pound (not only for the Lands aforesaid, but) for all other the Debts due to him from him (which was above two thousand five hundred pounds more) and give up all his Securities, that

that he had for the same (and trust to his Honour to pay the rest when he was able) then he should have it presently paid him, otherwise declared he would do nothing; this being unreasonable and unconscionable, *Cresset* did not consent thereunto.

First, because he could never find where any Money was, or any Person that would pay it.

Secondly, because there was not only above two thousand five hundred pound more due to him as aforesaid; but the loss of his Practice, Credit, and Eleven years trouble and service ought also to be considered.

Thirdly, for that the five thousand pound offered was less by three hundred pounds than he paid for the Lands alone in the year 1670, when they were most in Reversion, besides the Charges of these Suits which hath cost him above twelve hundred pounds, and the Interest of his Purchase-Money which comes to above twelve hundred pounds more; so that in all the Land lies him *Bona fide*, in at least seven thousand seven hundred pound, and the Rents received is not above seven hundred and sixty pound; therefore the offering five thousand pound, is to offer One thousand nine hundred and forty pound less than really the Land lies him in.

11 Dec. 1674. Note, This Petition Mr. *Roberts* was acquainted with had it shewn him, and he amended it, and it was delivered as he amended it.

Cresset finding no way of Accommodation of these matters, Petition'd his Majesty in Council, setting forth his Case, and that Mr. *Roberts* for three years past had taken shelter in *Whitehall* against Law and Justice; that if *Whitehall* should be a Sanctuary against all his Royal Process, the end of the Law would be frustrated; The Courts of Law and Equity rendered useless, and all Judgments and Decrees of such Courts become insignificant; pray'd therefore that Mr. *Roberts* might be ordered forthwith to Seal & Conveyances in Question, or otherwise that he might have leave to attach him by a Serjeant at Arms in *Whitehall*.

11 Dec. 1674. Upon reading of which Petition, it was Ordered, That his Majesties pleasure be declared to the said Mr. *Roberts*, that he expects he should speedily take care to satisfy the Justice of the Petitioners Demands, or return his Answer to that Board.

12 Dec. 1664. Mr. *Roberts* was served with the Order and the Petition it self, but in stead of answering thereof; he on the

8 Jan. 1674. Exhibited a Petition against *Cresset*, charging him with having given in deceitful Accounts, and with demanding double his due, and striving to defeat him of Seven hundred pound *per annum* of the best of his Estate; and exacting of Eight thousand pound for Solicitation, &c. by which Petition, (whereof not one single Paragraph was true) it is presumed he designed if possible to have begot in his Majesty, and that Honourable Board such an ill Opinion of *Cresset* and his Cause, as to have diverted them from doing, (or at least prevailed with them to have delayed) Justice, and certainly he could have no other end, considering that although upon the reading of the said Petition, It was Ordered that *Cresset* should forthwith have a Copy of it, and put in his Answer thereunto; yet to this day Mr. *Roberts* hath never drawn up that Order, nor did he ever give *Cresset* notice thereof, or served him with any Copy (as he ought to have done) but the said *Cresset* having intimation thereof from others, took a Copy at his own Charge, and returned his Answer to that Honourable Board in writing, wherein he set forth the substance of the matter aforesaid; as also something to clear the reason of his Demands, and to vindicate himself from the false Aspersions by that Petition cast upon him, of demanding Eight thousand pound for Solicitation, or unreasonable Charges for the Suits aforesaid, this Answer was put in the 15 Jan. 1664. and therein

15 Jan. 1674. He acknowledged his demanding above Eight thousand pound, and gave the reasons of such his Demands to be as followeth:

10 Mar. 1663. He demands 2400 *l.* secured by Assignment of the two five thousand pound Petitions aforesaid, bearing date as in the Margent.

Note that in the said Assignment the said *Roberts* and *Sarah* his Wife, Covenant that they would not receive any of the two five thousand pounds themselves, but that the said *Cresset* should receive the same for his own use, and first satisfy himself not only the 2400 *l.* aforesaid, but also all such other sums as the said *Cresset* should lay out for or lend unto, or become bound with him the said *Robert Roberts* for, together with all such costs and damages as he should be put unto concerning the same.

20 July 1664. *Cresset* having before that time given in an account of Six hundred seventy and six pound more due to him from the said *Roberts*; the said *Roberts* then allowed the same, and by an indorsement on the back of the Assignment aforesaid, made the said two five thousand pounds liable to pay the same.

22 Octob. 1665. The said *Roberts* allowed of a third account for four hundred and fourteen pounds 8 *s.* and 10 *d.* more; and by an indorsement as aforesaid, secured the same in manner as the 676 *l.* was, and it being the Sicknes year, *Cresset* had from him a Release under hand & Seal from being further called to an account for any of the aforesaid Sums: And the said *Cresset* considering that the said Mr. *Roberts* was in the possession of *Bodvells* Estate, and not knowing but that the Rents by him received might then after be deducted out of the two five thousand pounds assigned to

him, desired a further Security from him, who thereupon (by the advice of the Attorney General) gave a Judgment of Six thousand pounds deforcfeined for the payment of 3490 l. 8 s. and 10 d. then due as aforesaid, in April then next following, and also to perform the Covenants of the aforesaid deed of Assignment, which *Cresset* humbly conceives was but reasonable for him to ask, and *Roberts* to give, and not any exacting of a double security for the self-same sums of Money.

6 July 1666. Upon a fourth account stated by Mr. *Roberts* and allowed of, there appeared due more, 580 l. for securing whereof (by like indorsement upon the back of the aforesaid Assignment) the two five thousand pounds therein mentioned was made liable, as also to pay unto the said *Cresset* one thousand pound for his three years and half time then wholly spent in Mr. *Roberts* his Service, and the aforesaid Judgment of 6000 l. was made liable also to pay the same.

So that the totall sum then due from the said *Roberts* and secured as aforesaid was 5070 l. 8 s. 10 d.

Of all which Sums, or for his eight years loss of time since, or his sufferings (by sale of his Estate at under-rates to pay Mr. *Roberts* his Debts contracted) as aforesaid, or for the loss of his Credit, by being sued for him, and his Practice, *Cresset* could never get one penny.

Add to this 5070 l. 8 s. 10 d. the Interest thereof for eight years and half, 2586 l.

The Money lent and laid out for *Roberts* between the 6 of July and 26 of Febr. 1666, 250 l.

And the Interest thereof for eight years; 120 l.

Cresset's charges he hath been put to in defending himself at Law against Mr. *Roberts* Creditors, 300 l.

And the charges of this Suit in Chancery, which hath cost 1200 l.

Makes the whole Demand to be 9486 l. 8 s. 10 d.

Besides the Interest of these last Sums expended in Law-suits, and of the Money paid by *Cresset* to Mr. *Roberts* Creditors for Interest-money, Procuration, Continuation-Money, and for altering Securities since the 6th. of July 1666, all which ought to be allowed *Cresset*, it being principal out of his Pocket, and being computed amounts to about 600 l.

And all that *Cresset* hath received towards satisfaction of these Demands out of the profits of the Lands sold, amounteth not to above 760 l.

Note, That the aforesaid 4070 l. and 250 l. Principle-money was borrowed by *Cresset* for Mr. *Roberts*, and he being bound with him for the same, hath been forced to pay it, together with Interest and Charges to the persons of whom it was borrowed: to wit,

| | |
|--|---------|
| Of Mr. <i>John Jones</i> in May 1663, | 800 l. |
| Of Mr. <i>Ralph Suckly</i> in Aug. 1663, | 1000 l. |
| Of Sir <i>Jeremy Whicheot</i> in Febr. 1663, | 500 l. |
| Of Mr. <i>Edward Rudg</i> Merchant in 1664, | 500 l. |
| Of Sir <i>William Roberts</i> Daughter, | 500 l. |
| Of Serjeant <i>Maynard</i> , | 200 l. |
| Of Mr. <i>Tratford</i> of the Inner Temple, | 300 l. |
| Of Mr. <i>Cesar</i> , | 500 l. |
| In all | 4300 l. |

Which Sums were not all spent in the charges of the Suits.

For the charges of seven Suits in Chancery, two in the Prerogative-Court, two Appeals to the Lords-house, and many Suits at common Law did not cost above 2650 l. which (considering what the transactions of those Causes were) was less by far than his own Council thought it had cost, but there was paid 185 l. 16 s. 11 d. for Mr. *Bodwell's* Funeral-charges 300 l. For Arrears of Ally-money due to his Wife 643 l. 4 s. 10 d. Mr. *Roberts* had himself of the Money borrowed, 80 l. 5 s. 6 d. of it was allowed for procuration and continuation Money, and 466 l. was paid for Interest of the Sums borrowed from the time of their being lent till the 6th. of July 1666.

Note that in February 1666, when the Act of Parliament passed to null *Wynn's* Pretended Will, and vest *Bodwell's* Estate in the Trustees aforesaid; 5400 l. would have paid all *Cresset's* Debt, the charges of the Suits, and the several Sums laid out, for & paid to him as aforesaid. And if the Trustees according to the trust reposed in them, by that Act had so soon as the Bill passed, sold Lands, raised 5000 l. and paid it to *Cresset*, *Cresset's* Debt had been satisfied all but 400 l. which he would have been content to have staid for, or to have lost (so as the Estate might have been preserved from sale) but they neglecting to do the same, put *Cresset* to vast charges, and suffered the Interest-money to rise high; therefore it is their own fault that the Accompt now is so great and ought not to be charged upon *Cresset* as an extravagant demand, which Mr. *Roberts* (because he cannot persuade *Cresset* now to take 5000 l. for the 5000 l. which should have been paid in 1666, and the Interest thereof, and his charges as aforesaid,) most unkindly endeavours to do; which 5000 l. *Cresset* hath no reason to take; considering that the payment of

Note, Mr. *Roberts* promised to pay *Cresset* 1000 l. a year before; And if he had paid it down when he secured it, it would have been less by a 1000 l. than by his ordinary course of practice he might have got in that time without half the trouble he had in this cause or loss of Practice, Credit or Estate.

Note, As Money was borrowed, Mr. *Roberts* had part of it, and left the rest with *Cresset* to defray Charges, which he himself saw disposed, but *Cresset* kept the Accompt, and from time to time gave him account thereof, the which he examined, and afterwards stated, allowed and gave Releases upon the same, so that *Cresset* hath no Accompt with *Roberts*, save to have the Money he was bound with him for, and the Interest and his Charges of Suits that he hath paid, and been at upon his Accompt.

of 5000 *l.* now were not to pay above 1700 *l.* inasmuch as the Interest comes to 2586 *l.* (the charges 1500 *l.* (besides his trouble and loss of time which is considerable) which Summs put together makes in all 9156 *l.* so that there having been but 760 *l.* received by profits of the Land, there remains of the said 9156 due 8386 which makes it clear that to pay now 5000 *l.* is not to pay 1700 *l.* principal Money as aforesaid.

Nevertheless the said *Cresset* by his said answer under his hand delivered to his Majesty in Council offered again to refer himself to the determination of the Right Honourable, the now Lord Keeper : or Sir *William Jones*, or Sir *Francis Winington*, or to any other honest or understanding person his Majesty should name, provided such Referee might be enjoined to make his Award in some short time, and that security be given by the said *Roberts* to perform that Award before the end of *Hilary* Term then next ensuing, and therefore prayed if this would not satisfy that his deeds might be executed, or leave given to attach (Mr. *Roberts* and his Lady as by his former Petition was desired) humbly offering then to consideration, as he doth now,

First, whether *Cresset* could have done more than he hath done, either in getting *Bodvells* Estate for Mr. *Roberts* or endeavouring to preserve it to him,

Secondly, whether (after Land was decreed to be sold, and *Cresset* compelled to find a purchaser, and by Reason of the Defendants refusing to set out Lands, it was put upon him to say what he would buy (and he had made choise of *Bodvell* for the reasons aforesaid) *Cresset* could have done more than he did (both before and after the sale and during the Appeal to Parliament and afterwards in Chancery before the Conveyances were executed) to preserve *Bodvells* demesnes to them: As also, whether he could have done more since his Conveyances were Executed to let them have it again than he hath done, by making the several offers and references aforesaid to persons of his own Nomination and Relations.

Thirdly, whether after accounts delivered stated allowed, and Releases given upon them in 1663, 1664, 1665, and 1666. as aforesaid; and security given for the moneys due upon those accounts, and after Recovering in Chancery upon those Securities (where the said *Roberts* and his Lady by answer swore the said accounts to be Just, and desired Lands might be sold to satisfy the same,) And whether after such decreed, confirmed, upon a Bill of Re-view and affirmed by Judgment in the house of Lords, upon an Appeal, (and no exceptions taken to the Accounts in any of these Courts, where if there had been any occasion, they might properly have complained, and have received relief;) The said *Roberts* and *Sarah* should now be admitted to Ravill into accounts so solemnly stated, or to allege against their own Oaths their acts under their hand & seals and their continued declarations to all persons upon all occasions (of the said *Cressets* Integrity and Justice towards them) meerly with design to take away his reputation, which is his life (whose Estate they have made themselves Masters of by means as aforesaid) and that in a place where (if there were just cause offered) they could receive no Relief.

Nevertheless *Cresset* submitted to his Majesties and the pleasure of that honourable Board, praying to be heard, offering to make good every Parragraph of that Answer.

As also that the Land sold is not 700 *l. per Annum*, nor any more than 38 *l.* though sold to him at 590 *l. per Annum*, and not above 200 *l.* a year was in possession when sold, and 180 a year come into possession by Mrs. *Vermudens* death, the rest remaining Reversion to this day.

- 27 Jan. 1679. Upon reading part of the said Answer; It was ordered by his Majesty in Council that Mr. *Roberts* should have a Copy thereof and forthwith put in his Reply thereunto.
- 28 Jan. 1679. *Cresset* served Mr. *Roberts* with a Copy of that Order and his said Answer.
- 5 Febr. 1674. Mr. *Roberts* not replying: *Cresset* petitioned again for a day of hearing, and it was ordered that the Cause should be heard the 12. of the said moneth, and both parties then to Attend,
- 6 Feb. 1674. He was served with that order: Nevertheless
- 10 Feb. 1674. Mr. *Roberts* petitioned to delay the hearing a week longer, upon pretences that he had not timely Notice thereof. And it was then ordered that the Cause should be peremptorily heard the 19 of February 1674.
- 19 Feb. 1674. The cause being heard his Majesty was graciously pleased to declare, that if Mr. *Roberts* do not Satisfy *Cresset* before the end of *Easter* Term 1675. he could not longer protect him against Justice and the Law:

In the mean time Mr. *Roberts* and his Lady declared, they will never Sell the Conveyances in question, but rather go beyond Sea, and there live, till they enforce *Cresset* to depart with his right at their own rates the Consequence whereof, (if *Cresset* for want of Relief should be compelled so to do) will be that (after eleven years Troubles, Suits, delays, and vast Charges (having parted with his own Estate to purchase *Bodvells* Estate for them) he must inevitably ruin himself and Family.

Upon all which Consideration he most humbly Prays, That a short Act may be passed for the Confirmation of the Decrees, Sale and Conveyances aforesaid, and to Confirm the Estate sold to the Purchaser, his Heirs and his Assigns for ever.

The CASE and GRIEVANCE

of John Cresset Gentleman;

Humbly presented to Parliament for Relief.